

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

YATES INDUSTRIES SOUTH LLC,  
a Michigan Corporation,

Plaintiff,

Case No. 25-10339  
Hon.

v.

EDISON CHOUEST OFFSHORE, Inc.,  
a Louisiana Corporation; EDISON CHOUEST  
OFFSHORE LLC, a Louisiana Corporation; OFFSHORE  
SERVICES VESSELS LLC, a Louisiana Corporation;

Defendant.

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ANTHONY T. PIETI (P64501)  
SCOTT K. LITES (P38815)  
Plunkett Cooney  
Attorneys for Plaintiff  
38505 Woodward Ave. Ste. 100  
Bloomfield Hills, MI 48304  
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[slites@plunkettcooney.com](mailto:slites@plunkettcooney.com)

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COMPLAINT AND JURY DEMAND

To the best of Plaintiff's knowledge, there are no  
other pending actions between Plaintiff and  
Defendant arising out of the same transaction or  
occurrence.

NOW COMES the Plaintiff, Yates Industries South LLC, by and through its  
counsel, Plunkett Cooney, and for its Complaint for Breach of Contract and  
Account Stated, states as follows;

### **Introduction**

1. This is an action for Breach of Contract, Account Stated, Unjust Enrichment, and Declaratory Relief. Plaintiff, Yates Industries South LLC, a Michigan Corporation (“Yates”) entered into a Contract with Defendant, Edison Chouest Offshore, a Louisiana Corporation (“Edison”) for services to repair a cylinder per the sales invoice. (Ex. A, B & C) Yates performed the services indicated on the sales invoices and Edison has failed to make payment as agreed and required by the contract of sale.

2. There are three invoices that remain outstanding for which Edison has failed to pay. Those invoices are Invoice No I-014113-S for \$29,771.00 (Ex. A); Invoice No I-014124-S for \$44,167.00 (Ex. B); and Invoice No I-014134 for \$59,500.00 (Ex. C). Exhibit D contains the account statement. The total due and owing for which Edison has failed to pay equals \$133,438.00. (Ex. A, B, C & D) Further, the Terms and Conditions include payment of interest for unpaid invoices at 1.5% per month the balance remains unpaid.

### **Parties and Jurisdiction**

3. Plaintiff hereby re-alleges and incorporates by reference Paragraph 1 through Paragraph 2 as though more fully stated herein in their entirety.

4. Yates Industries South LLC is a Michigan Corporation, registered and incorporated in Michigan with its headquarters and principal place of business located at 23050 E. Industrial Dr., Saint Clair Shores MI 48080.

5. Edison Chouest Offshore, Inc. is a Louisiana Corporation with its principal place of business and headquarters located at E. 118<sup>th</sup> St. Galliano, LA 70354.

6. Edison Chouest Offshore LLC is listed as a previous name for Offshore Service Vessels LLC with its principal place of business and headquarters located at 16201 E. Main St. Cut Off, LA 70345.

7. The invoices from Yates were sent and billed to “Edison Chouest Offshore” located at 16201 E. Maine St. Cut Off LA 70345, which is the same location as “Edison Chouest Offshore LLC” listed as previous name for Offshore Service Vessels LLC. (Ex. A, B & C)

8. Jurisdiction in this Court is proper pursuant to 28 U.S.C. §1332, where the amount in controversy exceeds \$75,000.00 and the Plaintiff and Defendants have diversity of citizenship.

9. Further, pursuant to the Terms and Conditions included by reference in the contract of sale for services, and listed on Yates website, it is agreed and mandated that Michigan Law applies. (Ex. E,p.9)

10. Plaintiff also includes one count for Declaratory Relief. Jurisdiction for an action seeking Declaratory Relief is proper under Fed. R. Civ. P. 57 and 27 U.S.C. §2201. In this matter there is a dispute between the parties, and the amount in controversy exceeds \$75,000.00.

11. Venue in this Court is proper, 1) in accord with the forum selection clause in the Terms and Conditions that both parties agreed to in the Contract for the sale of services (Ex. A, B & C), and where the Contract was negotiated and payment made to Yates at its location in St. Clair Shores, MI.

### **General Allegations**

12. Plaintiff hereby re-alleges and incorporates by reference Paragraph 1 through Paragraph 11 as though more fully stated herein in their entirety.

13. Edison is located in Louisiana and on or about May 9, 2024 submitted a Purchase Order with Yates to perform repairs to 1 Knuckle Boom Cylinder and 1 Level Winder Cylinder (Edison Purchase Order #IV600348231HK). (Ex. F) Edison also submitted a Purchase Order on or about May 24, 2024 with Yates to perform repairs to an accumulator. (Edison Purchase Order #IV600350559HK). (Ex. F)

14. The request asked for emergency repairs to the accumulator and Yates began the emergency repairs on May 24, 2024. The repairs were completed and Edison scheduled a pick up of the accumulator on May 28, 2024.

15. Yates sent three (3) invoices to Edison for the repair work, but to date, Edison has failed to pay the three (3) invoices.

16. Invoice I-014113-S was sent to Edison with an invoice date of May 21, 2024 in the amount of \$29,771.00 with payment due no later than June 20, 2024. (Ex. A) To date, Edison has failed to make payment for this invoice, and interest at 1.5% per month has accrued.

17. Invoice I-014124-S was sent to Edison with an invoice date of May 23, 2024 in the amount of \$44,167.00 with payment due no later than June 22, 2024. (Ex. B) To date, Edison has failed to make payment for this invoice, and interest at 1.5% per month has accrued.

18. Invoice I-014134-S was sent to Edison with an invoice date of May 29, 2024 in the amount of \$59,500.00 with payment due no later than June 28, 2024. (Ex. B) To date, Edison has failed to make payment for this invoice, and interest at 1.5% per month has accrued.

19. The Terms and Conditions agreed to and attached hereto as Exhibit E, p2-3, states unequivocally that Buyer (Edison) shall pay all “invoiced amounts due Seller” by the date due as stated on the invoice itself. (Ex. A, B, C &

E) All three invoices have the due date stated, and Defendant has failed to make payment by the date due.

20. There is no excuse for non-payment, or act or omission that would justify Defendant being excused from, or failing to make payment on the invoice.

21. The Terms & Conditions as agreed to also include the penalty of 1.5% interest per month for every month past the due date. (Ex. E, p3, subheading "TERMS")

22. Further, the Terms and Conditions, page 9 subheading "APPLICABLE LAW", states that the parties agree that Michigan law shall apply. (Ex. E, p9)

WHEREFORE the Plaintiff respectfully requests that this Honorable Court enter judgment in favor of Plaintiff and against Defendant in the amount of \$133,438.00, plus interest at 1.5% per month unpaid, costs and fees so entitled for having to bring this action.

**Count I – Breach of Contract by Edison Chouest Offshore**

23. Plaintiff hereby re-alleges and incorporates by reference Paragraph 1 through Paragraph 22 as though more fully stated herein in their entirety.

24. The Purchase Order agreed to between Yates and Edison forms the Contract that the parties agreed to with agreement to be bound by Yate's Terms & Conditions. (Ex. E & F) Yates agreed to make emergency repairs to the knuckle boom cylinder, level winder cylinder, and accumulator and Edison agreed to pay the invoices in compliance with the payment terms.

25. Pursuant to the agreed to terms, Edison agreed to make payment on or by the date due listed on the Invoice otherwise interest will accrue in the amount of 1.5% per month, each month after the due date. (Ex. A, B, C and E)

26. Yates performed the services that it agreed to pursuant to the Contract and issued three (3) invoices to Edison. Edison has failed to pay the three (3) invoices.

27. Edison has failed to make any payment at all on Invoice I-014113-S in the amount of \$29,771.00 with payment due no later than June 20, 2024 (Ex. A); Invoice I-014124-S in the amount of \$44,167.00 with payment due no later than June 22, 2024 (Ex. B); and Invoice I-014113-S in the amount of \$59,500.00 with payment due no later than June 28, 2024.

28. Based on information and belief, Defendant remains in possession of the knuckle boom cylinder, level winder cylinder, and accumulator, but has failed, without excuse, to make payment on the invoices.

WHEREFORE the Plaintiff respectfully requests that this Honorable Court enter judgment in favor of Plaintiff and against Defendant in the amount of \$133,438.00, plus interest at 1.5% per month unpaid, costs and fees so entitled for having to bring this action.

**Count II – Account Stated**

29. Plaintiff hereby re-alleges and incorporates by reference Paragraph 1 through Paragraph 28 as though more fully stated herein in their entirety.

30. Plaintiff and Defendant conducted the transaction in the Contract between the parties based on credit. At Defendant's request, Plaintiff performed the emergency repairs on an open account and the Defendant agreed to make payments by a date certain. (Ex. A, B & C) Defendant failed to make those payments timely, and to date has not made payment on three (3) outstanding invoices at all. (Ex. D)

31. Plaintiff sent invoices to the Defendant indicating the amount due and owing with the due date. (Ex. A, B, and C) Defendant received the invoices but has failed to make payment.

32. Defendant has not paid the invoices sent by Plaintiff and attached as Exhibits A, B, & C.



33. Pursuant to MCL 600.2145, Plaintiff is asserting a claim on an open account and/or account stated, proof of which is attached and shall be deemed, by law, prima facie evidence of the amount due and owing. (Ex. A, B, C & D)

WHEREFORE the Plaintiff respectfully requests that this Honorable Court enter judgment in favor of Plaintiff and against Defendant in the amount of \$133,438.00, plus interest at 1.5% per month unpaid, costs and fees so entitled for having to bring this action.

**County III – Unjust Enrichment**

34. Plaintiff hereby re-alleges and incorporates by reference Paragraph 1 through Paragraph 33 as though more fully stated herein in their entirety.

35. Defendant requested services from Plaintiff to conduct repairs to the knuckle boom cylinder, level winder cylinder, and the accumulator. (Ex. F). Plaintiff provided those services and the knuckle boom cylinder, level winder cylinder, and accumulator were repaired and possession was taken by Defendant, and under the agreement Defendant shall pay to Plaintiff the amount stated on the invoices. (Ex. A, B & C)

36. Defendant has failed to make payments to Plaintiff as required. Therefore, the Defendant has been unjustly enriched in the amount of the

services provided by Plaintiff. To date the amount is equal to approximately \$133,438.00 plus interest at 1.5% per month.

WHEREFORE the Plaintiff respectfully requests that this Honorable Court enter judgment in favor of Plaintiff and against Defendant in the amount of \$133,438.00, plus interest at 1.5% per month unpaid, costs and fees so entitled for having to bring this action.

#### **Count IV – Declaratory Relief**

37. Plaintiff hereby re-alleges and incorporates by reference Paragraph 1 through Paragraph 36 as though more fully stated herein in their entirety.

38. Plaintiff is entitled to declaratory relief wherein an actual case and controversy exists between Plaintiff and Defendant. Plaintiff provided the agreed to services and Defendant failed to make payment per the Contract. Defendant owes Plaintiff \$133,438.00 plus interest at 1.5% per month that each invoice has remained unpaid.

39. Plaintiff has been damaged by Defendant's failure to pay the agreed to amount listed on each invoice. Plaintiff has been damaged by the loss of the invoice payments totaling \$133,438.00 plus interest at 1.5% per month.

40. No justification exists for Defendant to refuse to make payment as agreed. Plaintiff completed the work stated on each invoice and per the terms

of the agreement, the Contract and the Terms & Conditions as agreed, payment is due and owing.

WHEREFORE the Plaintiff respectfully requests that this Honorable Court enter judgment in favor of Plaintiff and against Defendant in the amount of \$133,438.00, plus interest at 1.5% per month unpaid, costs and fees so entitled for having to bring this action.

Respectfully Submitted,

/S/ ANTHONY T. PIETI

ANTHONY PIETI (P64501)

PLUNKETT COONEY

Attorneys for Defendant

38505 Woodward Ave., Ste. 100

Bloomfield Hills, MI 48304

(248) 433-7173

[apieti@plunkettcooney.com](mailto:apieti@plunkettcooney.com)

Assistant: [skonkel@plunkettcooney.com](mailto:skonkel@plunkettcooney.com)

Dated: February 5, 2025

# EXHIBIT A



**Yates Industries South, LLC**  
 55 Refreshment Place  
 Decatur, AL 35601  
 Phone (256) 351-8081 Fax (256) 351-8571

**Invoice No** I-014113-S  
**Customer** 10796S

**Bill to :**

**G-BOATS/LASHIP**  
**16201 EAST MAIN STREET**  
**CUT OFF LA 70345**  
**United States of America**

**Sold to :**

**EDISON CHOUEST OFFSHORE**  
**16201 EAST MAINE STREET**  
**CUT OFF LA 70345**  
**United States of America**

Sales Order Phone (985) 601-5903

Sales Order Fax (985) 601-4996

Customer Phone (985) 601-4444

Customer Fax (985) 632-1754

Customer PO Number		Invoice Date	Terms	FOB	Ship Via	Salesperson
IV600348231HK		05/21/2024	NET 30 DAYS	OUR PLANT	PICK UP	CCB
Item No	Part / Rev / Description / Details		Quantity	Unit Price	Discount	Extended Price
000010	REPAIR CYLINDER Rev: NS U/M: EA  WELDED CYL - 320MM BORE x 230MM ROD / JO 17856 REAR LUG MOUNT - W/ ROD EYE PORT POS #1, #2, & #3 ITEM 660216 - SN # 72965 EXPEDITED DELIVERY!  SofW: TEARDOWN/EVAL HONE BODY REWORK THREAD IN BODY REWORK RETAINER THREAD DE-BURR GLAND & PISTON TIG AND POLISH ROD REPLACE SEALS ASSEMBLE/TEST @ 4500 psi EPOXY GREY PAINT WEIGHT : 6600 LBS  ATTN : HULL NO 785 / ISLAND PREFORMER ***** TAG REF PO 051624024343 Packing List No/Item No: 017920/000001 Sales Order No: 14282S Customer PO No: IV600348231HK Tracking No: BOL #: 1389298		1.000	29771.00000	0.00	\$ 29,771.00
				Total Item Price		\$ 29,771.00
				Shipping		\$ 0.00
				Sales Tax		\$ 0.00
				Total Inv Price		\$ 29,771.00

**Yates Industries South, LLC**55 Refreshment Place  
Decatur, AL 35601  
Phone (256) 351-8081 Fax (256) 351-8571

Invoice No I-014113-S

Customer 10796S

Bill to :

G-BOATS/LASHIP  
16201 EAST MAIN STREET  
CUT OFF LA 70345  
United States of America

Sold to :

EDISON CHOUEST OFFSHORE  
16201 EAST MAINE STREET  
CUT OFF LA 70345  
United States of America

Sales Order Phone (985) 601-5903

Sales Order Fax (985) 601-4996

Customer Phone (985) 601-4444

Customer Fax (985) 632-1754

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Salesperson
IV600348231HK	05/21/2024	NET 30 DAYS	OUR PLANT	PICK UP	CCB
Item No	Part / Rev / Description / Details	Quantity	Unit Price	Discount	Extended Price
SHIPPED TO ADDRESS: TAMPA SHIP LLC 1130 MCCLOSKEY BLVD TAMPA, FL, 33605 United States of America Please pay \$ 29,771.00 no later than June 20, 2024.  * PAYMENT IS U.S. DOLLARS ONLY * ** 3% CONVENIENCE FEE APPLIED IS INVOICE IF PAID BY CREDIT CARD ** *** PLEASE MAKE ALL CHECKS PAYABLE TO YATES INDUSTRIES ***					

# EXHIBIT B



**Yates Industries South, LLC**  
 55 Refreshment Place  
 Decatur, AL 35601  
 Phone (256) 351-8081 Fax (256) 351-8571

Invoice No I-014124-S  
 Customer 10796S

Bill to :

G-BOATS/LASHIP  
 16201 EAST MAIN STREET  
 CUT OFF LA 70345  
 United States of America

Sold to :

EDISON CHOUEST OFFSHORE  
 16201 EAST MAINE STREET  
 CUT OFF LA 70345  
 United States of America

Sales Order Phone (985) 601-5903

Sales Order Fax (985) 601-4996

Customer Phone (985) 601-4444

Customer Fax (985) 632-1754

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Salesperson
IV600348231HK	05/23/2024	NET 30 DAYS	OUR PLANT	PICK UP	CCB
Item No	Part / Rev / Description / Details	Quantity	Unit Price	Discount	Extended Price
000010	REPAIR CYLINDER Rev: NS U/M: EA  KNUCKLE BOOM 520MM BORE X 380MM ROD/ JO 17857 ITEM # 205109 SN # 73771-122024-2 CLEVIS MOUNT - ROD & CAP CLEVIS W/PLUMBING/ MANIFOLDS LEAKING FROM ROD/ HEAD EXPEDITED DELIVERY  SofW: TEARDOWN/EVAL POLISH GLAND POLISH PISTON TIG AND POLISH ROD ASSEMBLE/TEST @ 4500psi SANDBLAST & PRIMER EPOXY PAINT WHITE Packing List No/Item No: 017928/000001 Sales Order No: 14283S Customer PO No: IV600348231HK Tracking No: <b>DOUBLE SHIELD LOGISTICS BOL - FILE#: 1261805; LOAD#: 1261805-01</b>	1.000	44167.00000	0.00	\$ 44,167.00
				Total Item Price	\$ 44,167.00
				Shipping	\$ 0.00
				Sales Tax	\$ 0.00
				<b>Total Inv Price</b>	<b>\$ 44,167.00</b>



**Yates Industries South, LLC**55 Refreshment Place  
Decatur, AL 35601  
Phone (256) 351-8081 Fax (256) 351-8571

Invoice No I-014124-S

Customer 10796S

Bill to :

G-BOATS/LASHIP  
16201 EAST MAIN STREET  
CUT OFF LA 70345  
United States of America

Sold to :

EDISON CHOUEST OFFSHORE  
16201 EAST MAINE STREET  
CUT OFF LA 70345  
United States of America

Sales Order Phone (985) 601-5903

Sales Order Fax (985) 601-4996

Customer Phone (985) 601-4444

Customer Fax (985) 632-1754

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Salesperson
IV600348231HK	05/23/2024	NET 30 DAYS	OUR PLANT	PICK UP	CCB
Item No	Part / Rev / Description / Details	Quantity	Unit Price	Discount	Extended Price
SHIPPED TO ADDRESS: M/V ISLAND PERFORMER 16201 EAST MAIN STREET CUT OFF, LA, 70345 United States of America Please pay \$ 44,167.00 no later than June 22, 2024.  * PAYMENT IS U.S. DOLLARS ONLY * ** 3% CONVENIENCE FEE APPLIED IS INVOICE IF PAID BY CREDIT CARD ** *** PLEASE MAKE ALL CHECKS PAYABLE TO YATES INDUSTRIES ***					

# EXHIBIT C



**Yates Industries South, LLC**  
 55 Refreshment Place  
 Decatur, AL 35601  
 Phone (256) 351-8081 Fax (256) 351-8571

Invoice No I-014134-S  
 Customer 10796S

Bill to :

G-BOATS/LASHIP  
 16201 EAST MAIN STREET  
 CUT OFF LA 70345  
 United States of America

Sold to :

EDISON CHOUEST OFFSHORE  
 16201 EAST MAINE STREET  
 CUT OFF LA 70345  
 United States of America

Sales Order Phone (985) 601-5903

Sales Order Fax (985) 601-4996

Customer Phone (985) 601-4444

Customer Fax (985) 632-1754

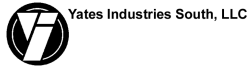
Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Salesperson
IV600350559HK	05/29/2024	NET 30 DAYS	OUR PLANT	PICK UP	CCB
Item No	Part / Rev / Description / Details	Quantity	Unit Price	Discount	Extended Price
000010	REPAIR CYLINDER Rev: NS U/M: EA  ACCUMULATOR 22 BORE - JOB 17886 HOT RUSH SEAL KIT FURNISHED BY CUSTOMER PAINT : GREY  SCOPE OF WORK: DIS-ASSEMBLE & COMPELTED VISUAL INSPECTION POLISH BORE  REPLACE ALL SEALS - CUSTOMER SUPPLIED ASSEMBLE , TEST & TOUCH UP PAINT - GREY Packing List No/Item No: 017946/000001 Sales Order No: 14309S Customer PO No: IV600350559HK Tracking No: DOUBLE SHIELD LOGISTICS LOAD# 1261871-01	1.000	59500.00000	0.00	\$ 59,500.00
				Total Item Price	\$ 59,500.00
				Shipping	\$ 0.00
				Sales Tax	\$ 0.00
				Total Inv Price	\$ 59,500.00
SHIPPED TO ADDRESS: EDISON CHOUEST OFFSHORE 16201 EAST MAINE STREET CUT OFF, LA, 70345 United States of America Please pay \$ 59,500.00 no later than June 28, 2024.					
* PAYMENT IS U.S. DOLLARS ONLY * ** 3% CONVENIENCE FEE APPLIED IS INVOICE IF PAID BY CREDIT CARD ** *** PLEASE MAKE ALL CHECKS PAYABLE TO YATES INDUSTRIES ***					

CUSTOMER COPY

Page 1 of 1

Authorized Signature

# EXHIBIT D



# Accounts Receivable Aging

Aging By Invoice Date, Ordered by Customer Number, Invoice Date

Page : 1 of 1  
 Date : 01/28/2025  
 Time : 08:47:16 AM  
 EST

CUSTOMER NUMBER Equal To 10796S  
 All Customers, As of: 01/28/2025

Invoice No	Invoice Date	Due Date	Current	1-30	31-45	46-60	Over 60
Customer: 10796S G-BOATS/LASHIP			Phone: (985) 601-4444				
I-014113-S	05/21/2024	06/20/2024	0.00	0.00	0.00	0.00	29,771.00
I-014124-S	05/23/2024	06/22/2024	0.00	0.00	0.00	0.00	44,167.00
I-014134-S	05/29/2024	06/28/2024	0.00	0.00	0.00	0.00	59,500.00
Total Amounts for Company			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 133,438.00
Total Past Due				\$ 133,438.00			
Total Receivable Amount			\$ 133,438.00				
Grand Total Amounts			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 133,438.00
Grand Total Past Due				\$ 133,438.00			
Grand Total Receivable			\$ 133,438.00				
Above Receivables include							
Total Prepayment Invoices not yet applied of			\$ 0.00	and a Credit Memo total of	\$ 0.00		

End of Report

This report was requested by NINAC

# EXHIBIT E

## **LEGAL NOTICE & WARRANTIES**

Yates Industries, Inc., Yates Industries South, LLC and Yates Cylinders Georgia, LLC provide the information on this website for informational purposes only. Nothing on this website, including any downloadable descriptions or specifications should be construed as creating any express or implied warranty concerning any products, product descriptions, product performance, services or otherwise and Yates Industries, Inc., Yates Industries South, LLC and Yates Cylinders Georgia, LLC expressly disclaim such. No guarantee is given that the information on this website is correct, complete and up to date. Yates Industries, Inc., Yates Industries South, LLC and Yates Cylinders Georgia, LLC is not responsible for and expressly disclaims any and all liability and damages of any kind whatsoever arising out of use, reference to or reliance on any information contained within this site. All Quotes, Products, Sales, Services, Specifications and Systems from Yates Industries, Inc., Yates Industries South, LLC and Yates Cylinders Georgia, LLC are solely covered, unless otherwise negotiated and expressly agreed to in writing and executed by Yates Industries, Inc. or Yates Industries South, LLC, or Yates Cylinders Georgia, LLC by the GLOBAL TERMS AND CONDITIONS OF YATES INDUSTRIES, INC., YATES INDUSTRIES SOUTH, LLC and Yates Cylinders Georgia, LLC which can viewed below.

GLOBAL TERMS AND CONDITIONS OF YATES INDUSTRIES INC, YATES INDUSTRIES SOUTH LLC, AND YATES CYLINDERS GEORGIA LLC

## **ACCEPTANCE**

This quotation together with any other documents herein or attached hereto, constitutes an offer by Seller to supply Buyer the Goods to be purchased pursuant to this quotation. This quotation supersedes any prior oral or written communications between Seller and Buyer. BY ACCEPTING THE GOODS, ORDERING THE GOODS, OR ACKNOWLEDGING RECEIPT OF THIS QUOTATION, BUYER AGREES TO AND ACCEPTS THE TERMS AND CONDITIONS, CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, INCLUDING THOSE CONTAINED IN BUYER'S PURCHASE ORDER OR ACCEPTANCE OF THIS OFFER ARE HEREBY OBJECTED TO. If any terms or conditions in the purchase order or acceptance of this offer are in conflict or not identical to the terms of this offer, the terms and conditions of this offer shall prevail. This offer may be withdrawn by Seller at any time prior to Buyer's acceptance of the terms and conditions contained herein, and will expire automatically 30 days from the date hereof unless accepted by Buyer.

PRICES – Prices quoted by Seller in this quotation are:

1. Subject to change without notice prior to acceptance of Buyer's order by Seller.
2. Exclusive of all Federal, State, Municipal or other Government Excise Sales Use, Occupational or like taxes now in force or to be enacted in the future.
3. Subject to an increase equal in amount to any tax Seller may be required to collect to pay upon the sale of the items quoted.
4. Quoted FOB, place of manufacture.

## **TERMS**

1. Interest may be charged at the rate of one and one-half percent per month or the maximum rate allowed under state law, if it is a lesser number, on any payments which are not received by the due date. Any expenses of collection, including reasonable attorney's fees, shall be borne by Buyer.
2. Seller reserves the right to modify these terms for export business and special projects.
3. To the extent Buyer asserts any rights, claims, suits or demands in any way related to this agreement Yates Industries Inc., Yates Industries South, LLC, and Yates Cylinders Georgia, LLC, including their past, present and future parent, subsidiaries, domestic and foreign corporations, divisions, affiliates, partners, stockholders, predecessors, successors, assigns, officers, directors, employees, administrators, and agents but not as "Seller", these terms and conditions shall nonetheless be applied in favor of the Yates entity as if it were "Seller" herein.

## **SHIPPING ESTIMATES**

1. The shipping date shown in this quotation is approximate and dependent upon prior sales and circumstances beyond Seller's control.
2. The Shipping date will be computed from the date of receipt of all data required to enable complete engineering or acceptance of Buyer's order as provided in the Acceptance paragraph above, whichever is later.
3. Seller shall not be liable for delays, stoppages, or defaults in shipments directly or indirectly due to causes beyond its control, or caused by Act of God, fire, strikes, flood, embargo, epidemic, quarantine restrictions, war, insurrection or riot, acts of civil or military authorities, acts of government, delays in transportation of fabrication, priorities of Seller, unusually severe weather, inability to obtain materials, or defaults of suppliers or subcontractors. In the event of any such delay, the date of shipment shall be extended for a reasonable length of time and the period of such extension shall not be less than the period of delay. If at any time Seller has reason to believe that delivery will not be made as scheduled, it will notify Buyer in writing of the causes of the anticipated delay. Buyer's receipt of the Goods, upon their delivery, waives all of Buyer's claims for delay. Buyer's damages under this section are limited to the terms of the Limitation of Liability section of this quotation.
4. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY DELAYS WHETHER OR NOT SUCH DELAYS ARE BEYOND SELLER'S CONTROL.

## **DELIVERY**

All Goods shall be shipped FOB, Seller's plant. Seller shall have the right to select the carrier unless the carrier is designated by Buyer and upon delivery of the Goods by Seller to the carrier, the carrier shall be deemed to be the agent of Buyer and thereafter risk of loss shall be on Buyer.



## **INSTALLATION**

All costs incidental to the erection and installation of the Goods shall be borne by Buyer. Additional or special services will be quoted on request.

## **PRODUCTION ESTIMATES**

1. Production estimates, if made a part of this quotation, are based on Seller's analysis and understanding of the work to be performed and assume various production factors including normal working conditions, competent operators, proper maintenance of the Goods, and the use of materials which conform to: (i) the specifications contained herein, (ii) the specifications attached to the Goods and (iii) the standards of the industry. It is therefore EXPRESSLY UNDERSTOOD THAT PRODUCTION ESTIMATES ARE NOT GUARANTEED.
2. Work tolerances, if any, to be obtained by the Goods are based on Seller's assumption that the material to be processed will have been properly processed through all previous operations and the locating surfaces will be of a quality which will not impede achievement of the quoted tolerances.
3. Seller's obligation with respect to production estimates shall be fully and completely satisfied when Buyer has approved and acknowledged that the Goods have been operated at the estimated performance level for a period acceptable to Buyer but in no event for more than (1) one hour. Such operation of the Goods shall be performed at the place of final assembly of the Goods by or at the direction of Seller.

## **LIMITED WARRANTY**

1. Seller warrants that the Goods to be delivered will be of the kind and quality described in this quotation. Should any of the Goods covered by this quotation which, under normal operating conditions in the plant of Buyer, prove defective in material or workmanship within (3) three years for standard NFPA mounting style cylinders (H6, A4, AH4, AL4, A2, H2), (1) one year for Welded Construction (WS, WH, WM, WP), (1) one year for Mill Cylinders (MH, MP), and (6) six months in the case of reconditioned or repaired cylinders, from the date of shipment by Seller, as determined by inspection by Seller, Seller will repair or replace it free of charge, provided that Buyer promptly notifies Seller of the defect and establishes that the Goods have been properly installed and maintained and operated on a single work shift basis, within the limits of rated and normal usage. Seller will not accept any charge for removal, installation, assembly, or any other charges in connection with replacement or repair of the cylinder. All cylinders under warranty which are alleged to be defective are to be returned to Seller, freight prepaid. A complete explanation is required of the alleged defects and circumstances of such claimed failure. Seller will provide an RMA# (return material authorization) that must accompany the item being returned.
2. WITH RESPECT TO ALL COMPONENTS AND SPECIAL CYLINDERS MANUFACTURED PER CUSTOMER SUPPLIED DRAWINGS AND OR SPECIFICATIONS WHETHER VERBAL OR WRITTEN, SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR ANY PARTICULAR PURPOSE.

SELLER'S SOLE OBLIGATION AND LIABILITY FOR PRODUCT DEFECTS SHALL BE, AT SELLER'S CHOICE, TO REPLACE SUCH DEFECTIVE PRODUCT OR REFUND TO BUYER THE AMOUNT PAID BY BUYER THEREFOR. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE BUYER'S PURCHASE PRICE. THE FOREGOING REMEDY SHALL BE SUBJECT TO BUYER'S WRITTEN NOTIFICATION OF DEFECT AND RETURN OF THE DEFECTIVE PRODUCT WITHIN NINETY (90) DAYS OF PURCHASE. THE FOREGOING REMEDY DOES NOT APPLY TO PRODUCTS THAT HAVE BEEN SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT OR MODIFICATION, OR TO PRODUCTS THAT HAVE BEEN ALTERED DURING ASSEMBLY, OR ARE OTHERWISE NOT CAPABLE OF BEING TESTED, OR IF DAMAGE OCCURS AS A RESULT OF THE FAILURE OF BUYER TO FOLLOW SPECIFIC INSTRUCTIONS. IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATING TO ANY PRODUCT OR SERVICE PROVIDED OR TO BE PROVIDED BY SELLER, OR THE USE OR INABILITY TO USE THE SAME, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. The terms of this limited warranty apply only to equipment manufactured by Seller and do not apply to components, parts or accessories purchased by Seller including but not limited to pumps, gear reducers, electrical controls, motors and other purchased items. These items will carry only the warranty issued by the original manufacturer, and Seller is not responsible for any warranty claims beyond that covered by the original equipment manufacturer.
4. This limited warranty shall be void and Seller shall not be liable for any reasons whatsoever if the Goods or parts covered by this quotation have been repaired or altered by persons other than Seller unless expressly authorized in writing by Seller or if the Goods are operated or installed contrary to Seller's instructions or subjected to misuse, negligence or accident.
5. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND ARE EXCLUDED FROM THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. No agent, employee or representative of Seller other than an officer duly authorized in writing has any authority to bind Seller to any confirmation, representation or warranty concerning the Goods that are covered by this quotation beyond that specifically included in this quotation.
6. The cost of all non-warranty service will be charged by Seller at a per diem rate, per man, per work day, plus transportation and living expenses.

\*These disclaimers and exclusions shall apply even if the express warranty set forth above fails of its essential purpose.

\*Customer acknowledges and agrees that Seller has set its prices and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

## **LIMITATION OF LIABILITY**

1. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIMS, ACTIONS OR SUITS ON ANY THEORY OF LIABILITY IN ANY WAY RELATING TO DEFECTIVE GOODS SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS as provided in the limited warranty stated herein. This EXCLUSIVE REMEDY shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to repair or replace defective parts in the prescribed manner. However, if the Goods are incapable of being repaired or replaced, Buyer's exclusive remedy shall be money damages, but such damages shall not exceed the purchase price of the defective Goods. Seller recommends that Buyer purchase mechanical break-down insurance as an additional protection to the limited warranty.
2. Any claims under Seller's limited warranty must be in writing, addressed to Seller and must set forth the alleged defect in sufficient detail to permit its easy identification by Seller. Buyer's failure to notify Seller as set forth above will be conclusively deemed Buyer's waiver of its claim.
3. Seller's liability on any claims, actions or suits of any kind whatsoever for any loss or damage in any way related to this quotation or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any Goods covered by or furnished under this quotation shall in no case (except as provided in the paragraph entitled Property and Patent Rights), exceed the purchase price allocable to the Goods and shall terminate one year after the Goods have been shipped.
4. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR ALLEGED NEGLIGENCE OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOSS BY REASON OF PLANT SHUTDOWN, INCREASED EXPENSE OF OPERATION, LOSS OF PRODUCT OR MATERIALS, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES OR ANYTHING DONE IN CONNECTION WITH THIS QUOTATION INCLUDING ANY MAINTENANCE OR INSTALLATION SERVICES) OR ANY OTHER LOSSES RESULTING FROM THE OPERATION OR NON-OPERATION OF THE GOODS UNDER ANY THEORY OF LIABILITY WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY OR OTHERWISE EVEN THOUGH SELLER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SELLER'S LIABILITY WITH RESPECT TO THE GOODS SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PURCHASE PRICE THEREOF.
5. If Buyer or Buyer's customers re-label, re-package, alter, or modify the Goods, then Seller shall be released from all obligations and liabilities to Buyer and Buyer shall defend, indemnify and hold Seller harmless from and against all claims, costs and liabilities arising out of or related to any product defect, including any resulting personal injury, property damage, and consequential damages.

## **PRODUCT LIABILITY AND INDEMNIFICATION**

1. Buyer shall use and shall require its employees to use all safety devices, guards and safe and proper operating procedures as set forth in the nameplates, signs, manuals and instruction sheets relating to the Goods furnished by Seller. Buyer shall not remove or modify any such device or guard or warning sign. Buyer shall not permit non-operating personnel to remain within ten (10) feet of any machine or accessory that is purchased pursuant to this quotation, while such machine or accessory is in operation. If Buyer fails to strictly observe each and every one of the obligations set forth in this paragraph with regard to any machine or accessory purchased pursuant to this quotation, Buyer agrees to defend, indemnify and hold Seller harmless to the fullest extent permitted by law from any and all liability or obligation incurred by Seller to persons injured directly or indirectly in connection with the operation of any such machine or accessory.
2. Buyer shall notify Seller promptly and in any event within thirty (30) days of any accident or malfunction involving any of the Goods which results in personal injury or damage to property and shall cooperate fully with Seller in investigating and determining the cause of such accident or malfunction. In the event that Buyer fails to give such notice to Seller and so cooperate, Buyer agrees to defend, indemnify and hold Seller harmless from any and all claims arising from such accident or malfunction.
3. Customer acknowledges and agrees that customer will indemnify and hold harmless Yates Industries Inc., Yates Industries South, LLC, and Yates Cylinders Georgia, LLC, including their past, present and future parent, subsidiaries, domestic and foreign corporations, divisions, affiliates, partners, stockholders, predecessors, successors, assigns, officers, directors, employees, administrators, and agents from and against any and all losses, expenses, attorney fees, claims, suits, demands of whatever nature resulting from damages or injuries, including death, to any property or persons caused by or arising out of any action, omission or operation of any Yates manufactured product or service.

## **PROPERTY AND PATENT RIGHTS**

1. Seller retains for itself any and all property rights in and to all designs, inventions and improvements pertaining to any Goods designed in connection with the quotation and to all patents, trademarks, copyrights and related industrial property rights arising out of the work done in connection therewith. Buyer expressly agrees that it will not assert any rights to property rights retained herein by Seller.
2. Seller will indemnify and hold harmless Buyer from any and all costs, expenses and damages resulting from any suit based on any claim of infringement of a United States patent by reason of its use (in the manner contemplated by Seller) of the Goods, or any part thereof, furnished under this quotation, provided that Buyer: (i) promptly notifies in writing Seller of any such claim or the institution of any such suit; (ii) fully cooperates with Seller in connection with the defense thereof; and (iii) allows, without condition, Seller to have the full and exclusive right to defend any such suit to the extent any of the Goods furnished under the quotation is involved therein. In the event of any such claim or suit, Seller shall have the right to modify or replace the Goods involved in any claim of infringement or to remove such Goods and refund to Buyer the

purchase price thereof less fifteen (15) percent to each full year from the date of shipment of the Goods. NOTWITHSTANDING THE FOREGOING, SELLER'S CUMULATIVE LIABILITY FOR INDEMNIFICATION UNDER THIS PARAGRAPH SHALL NOT EXCEED THE PURCHASE PRICE FOR THE GOODS INVOLVED IN ANY SUCH CLAIM OF INFRINGEMENT. This Paragraph shall not apply to (i) any foreign patents; (ii) any process in which the Goods are used; (iii) any product made by Buyer; or (iv) any claims or suits involving solely goods not manufactured or designed by Seller harmless from any liability arising out of any infringement of any patent in the manufacture, sale or use of any goods or parts thereof manufactured by Seller to Buyer's design specifications.

#### **RESERVATION OF RIGHTS IN RESPECT TO SELLER'S OTHER PRODUCTS**

Seller reserves the right to make improvements and changes in design of the Goods it offers for sale without any obligation to make such changes or improvements upon the Goods that are the subject of this quotation or Goods previously manufactured and sold by it.

#### **CHANGES**

Buyer accepts the limited capabilities of the Goods, their materials and components upon approving the design of the Goods. Buyer shall bear the cost of all subsequent changes to the design, materials and/or components of the Goods subsequent to approving the design. Buyer shall request all such changes by change order, and pay the cost of the change, in full, within 30 days of submitting the change order.

#### **LIMITATION OF ACTIONS**

Buyer agrees that, any action to recover for any loss or damage under any theory of liability, in any way related to this quotation or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any Goods covered by or furnished under this quotation must be commenced within one year after the cause of action accrues to Buyer, unless otherwise extended by Seller in writing. It is expressly agreed that there are no warranties of future performance pertaining to the Goods that are the subject of this quotation that would extend beyond such one year period of limitation.

#### **CANCELLATION**

1. In the event Buyer requests Seller to stop work or cancel its purchase order based on this quotation, the order or any part thereof, cancellation charges shall be paid to Seller as follows: Any and all work that is complete or scheduled for completion within thirty (30) days of the date of notification in writing to stop work or to cancel, shall be invoiced and paid in full.
2. For work in process, other than covered by item 1, and any materials and supplies procured or for which definite commitments have been made by Seller in connection with Buyer's order, Buyer shall pay the actual costs and overhead expenses determined in accordance with good accounting practices, plus 15 percent.
3. An amount equal to 15 percent of the difference between the cancellation charge as computed in item 2 and the full purchase price of the Goods will be charged as compensation for business irretrievably lost as a result of accepting a purchase order based on this quotation and having such purchase order cancelled by Buyer.

4. Buyer shall promptly instruct Seller as to the disposition of the Goods and the latter shall, if requested, hold the Goods for Buyer's account. All costs of storage, insurance, handling, boxing or other costs in connection therewith shall be borne by Buyer.

#### **APPLICABLE LAW**

These Terms and Conditions, quotation and the rights, obligations and liabilities of the parties, shall be construed pursuant to the laws of the State of Michigan.

#### **COMPLETE AGREEMENT**

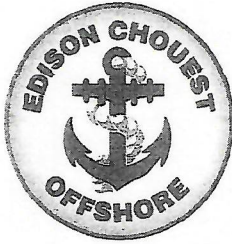
1. Any orders received by Seller in response to this quotation shall not be binding or firm orders until approved by Seller. This quotation, when accepted by Buyer in accordance with the Acceptance paragraph hereof, and when Seller's acknowledgement of receipt of acceptance is given to Buyer, shall constitute the entire agreement between the parties relating to this quotation and the Goods provided pursuant thereto, shall supersede all previous communications or understandings between Buyer and Seller with respect to the subject matter hereof and no alteration or addition to this quotation shall be binding on Seller unless it is in writing and signed by a duly authorized officer of Seller.
2. The parties hereto agree that if any clause is held unenforceable by a court of competent jurisdiction, the balance of the contract shall remain in full force and effect.

#### **WAIVER OF TERMS AND CONDITIONS**

Failure or delay of Seller to insist upon strict performance of any of the Terms and conditions of this quotation or to exercise any rights or remedies Provided herein or by law, shall not release Buyer from any of the obligations of this quotation and shall not be deemed a waiver of any right of Seller to insist upon strict performance hereof or of any rights or remedy of Seller as to any prior or subsequent default hereunder.

# EXHIBIT F





Island Ventures 6, L.L.C.  
16201 East Main Street  
Cut Off, LA 70345  
Phone:  
Fax:

**PURCHASE ORDER**

Purchase Order # IV600350559HK  
Revision # 0  
Date 5/24/2024  
Order Type Regular Order  
Vendor ID YIN1  
Hull # 785 / Island Performer  
Control #  
System KlevenH  
Tracking #

Print Date: 5/24/2024

TO: YATES INDUSTRIES INC  
23050 INDUSTRIAL DR EAST  
ST CLAIR SHORES, MI 48080  
ekollar@yatesind.com

SHIP TO: M/V Island Performer  
16201 East Main Street  
Cut Off, LA 70345

Confirm Order to: helge.kleven@chouest.com

Island Ventures 6, L.L.C.  
16201 East Main Street  
Cut Off, LA 70345

PAGE 1

PAGE 1

F.O.B. POINT			SHIP VIA				BUYER			
			Free Delivery				Helge Kleven			
ORDER DATE			TERMS				MANAGER			
5/24/2024			Net 30				Helge Kleven			
LINE	DESCRIPTION	GL ACCT	HULL	PROJECT	QUANTITY	UNITS	DATE REQUIRED / RECEIVED	CURRENCY	UNIT COST	EXT. COST
1	MISC	4015	-	785						
	Supplier Part No.: 250 TON CRANE				1.0000	EACH	5/24/2024	USD	59,500.0000	59,500.00
	Full rebuild of piston accumulator for crane system									

\*Please send all invoices to invoices@chouest.com

\*Please send all vendor-related changes/updates/requests to vendor.maintenance@chouest.com

BILL RECEIVER - PLEASE SHIP SMALL PACKAGE SHIPMENTS USING UPS ACCT# 707183.

This purchase is a.....  
Terms

Requisition Number:  
Part Movement Number:  
Delivery Ticket:

Invoice Number:  
Received By:  
Date Received:

Requested By: Helge Kleven  
Comments: 14309S-00

Authorized By: \_\_\_\_\_

TOTAL USD

39,300.00

Payment in connection with this PO is contingent upon completion of ECO's AYP.

Disclaimer: This Purchase Order supersedes and replaces any terms and conditions set forth on Vendor's quote which may be in conflict herewith.



**Island Ventures 6, L.L.C.**

16201 East Main Street

Cut Off, LA 70345

Phone:

Fax:

**PURCHASE ORDER**

Purchase Order #	IV600348231HK
Revision #	0
Date	5/9/2024
Order Type	Regular Order
Vendor ID	YIN1
Hull #	785 / Island Performer
Control #	
System	KlevenH
Tracking #	-

Print Date: 5/9/2024

<b>TO:</b>	<b>SHIP TO:</b>
YATES INDUSTRIES INC 23050 INDUSTRIAL DR EAST ST CLAIR SHORES, MI 48080 ekollar@yatesind.com	M/V Island Performer 16201 East Main Street Cut Off, LA 70345

**BILL TO:**

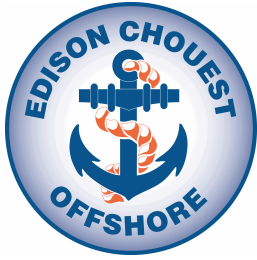
**Island Ventures 6, L.L.C.**  
**16201 East Main Street**  
**Cut Off, LA 70345**

Confirm Order to: helge.kleven@chouest.com

PAGE 1

F.O.B. POINT				SHIP VIA				BUYER		
				Free Delivery				Helge Kleven		
ORDER DATE				TERMS				MANAGER		
5/9/2024				Net 30				Helge Kleven		
LINE	DESCRIPTION	GL ACCT	HULL	PROJECT	QUANTITY	UNITS	DATE REQUIRED / RECEIVED	CURRENCY	UNIT COST	EXT. COST
1	MISC	4015 - 785			1.0000	EACH	5/9/2024	USD	44,167.0000	44,167.00
	Supplier Part No.: 250 TON CRANE									
	Full rebuild of knuckle boom cylinder nd repair of rod.									
2	MISC	4015 - 785			1.0000	EACH	5/9/2024	USD	29,771.0000	29,771.00
	Supplier Part No.: 250 TON CRANE									
	Full rebuild of level winder cylinder for main winch									
3	MISC	4015 - 785			1.0000	EACH	5/9/2024	USD		0.00
	Supplier Part No.: 250 TON CRANE									
	Freight TBA									

Continued

**Island Ventures 6, L.L.C.**

16201 East Main Street

Cut Off, LA 70345

Phone:

Fax:

**PURCHASE ORDER**

Purchase Order #	IV600348231HK
Revision #	0
Date	5/9/2024
Order Type	Regular Order
Vendor ID	YIN1
Hull #	785 / Island Performer
Control #	
System	KlevenH
Tracking #	-

Print Date: 5/9/2024

**TO: SHIP TO:**

YATES INDUSTRIES INC  
23050 INDUSTRIAL DR EAST  
ST CLAIR SHORES, MI 48080  
ekollar@yatesind.com

M/V Island Performer  
16201 East Main Street  
Cut Off, LA 70345

**BILL TO:**

Confirm Order to: helge.kleven@chouest.com

**Island Ventures 6, L.L.C.**  
**16201 East Main Street**  
**Cut Off, LA 70345**

PAGE 2

F.O.B. POINT			SHIP VIA					BUYER		
			Free Delivery					Helge Kleven		
ORDER DATE			TERMS					MANAGER		
5/9/2024			Net 30					Helge Kleven		
LINE	DESCRIPTION	GL ACCT	HULL	PROJECT	QUANTITY	UNITS	DATE REQUIRED / RECEIVED	CURRENCY	UNIT COST	EXT. COST

\*Please send all invoices to invoices@chouest.com

\*Please send all vendor-related changes/updates/requests to vendor.maintenance@chouest.com

**BILL RECEIVER - PLEASE SHIP SMALL PACKAGE SHIPMENTS USING UPS ACCT# 707185.**

This purchase is a.....

Terms

Requisition Number:

Part Movement Number:

Delivery Ticket:

Invoice Number:

Received By:

Date Received:

Requested By: Helge Kleven

Comments: Quote 14283S. Full rebuild of knuckle cylinder for 250 ton crane. Quote 14282S. Full rebuild of level winder cylinder.

Authorized By: \_\_\_\_\_

**TOTAL****USD****73,938.00**

Payment in connection with this PO is contingent upon completion of ECO's AVP.

Disclaimer: This Purchase Order supersedes and replaces any terms and conditions set forth on Vendor's quote which may be in conflict herewith.



**Yates Industries South, LLC**  
 55 Refreshment Place  
 Decatur, AL 35601  
 Phone (256) 351-8081 Fax (256) 351-8571

Sales Order 14282S-00  
 Customer 10796S

## Duplicate Copy

Sales Order Status : Closed

To :

EDISON CHOUEST OFFSHORE  
 16201 EAST MAINE STREET  
 CUT OFF LA 70345  
 United States of America

Ship to :

TAMPA SHIP LLC  
 1130 MCCLOSKEY BLVD  
 TAMPA FL 33605-  
 United States of America

Phone (985) 601-5903

Fax (985) 601-4996

QT

Customer PO Number		Order Date	Terms	FOB	Ship Via	Salesperson
IV600348231HK		05/09/2024	NET 30 DAYS	OUR PLANT	PICK UP	CCB
Item No	Facility / Part / Rev / Description / Details			Quantity	Unit Price	Extended Price
001	<div>Default<div>Item Status : Closed</div></div> <div>REPAIR CYLINDER<div>U/M EA</div></div> <div>WELDED CYL - 320MM BORE x 230MM ROD / JO 17856</div> <div>REAR LUG MOUNT - W/ ROD EYE</div> <div>PORT POS #1, #2, &amp; #3</div> <div>ITEM 660216 - SN # 72965</div> <div>EXPEDITED DELIVERY!</div> <div>SoW:</div> <div>TEARDOWN/EVAL</div> <div>HONE BODY</div> <div>REWORK THREAD IN BODY</div> <div>REWORK RETAINER THREAD</div> <div>DE-BURR GLAND &amp; PISTON</div> <div>TIG AND POLISH ROD</div> <div>REPLACE SEALS</div> <div>ASSEMBLE/TEST @ 4500 psi</div> <div>EPOXY GREY PAINT</div> <div>WEIGHT : 6600 LBS</div> <div>ATTN : HULL NO 785 / ISLAND PREFORMER</div> <div>*****</div> <div>TAG REF PO 051624024343</div> <div>Estimated Ship Date: 05/17/2024</div>			1.000	29,771.00000	29,771.00
					Total Items Price	\$ 29,771.00

DDH

CUSTOMER COPY

Page 1 of 2

Authorized Signature



**Yates Industries South, LLC**  
55 Refreshment Place  
Decatur, AL 35601  
Phone (256) 351-8081 Fax (256) 351-8571

Sales Order 14282S-00  
Customer 10796S

## Duplicate Copy

Sales Order Status : Closed

To :

EDISON CHOUEST OFFSHORE  
16201 EAST MAINE STREET  
CUT OFF LA 70345  
United States of America

Ship to :

TAMPA SHIP LLC  
1130 MCCLOSKEY BLVD  
TAMPA FL 33605-  
United States of America

Phone (985) 601-5903

Fax (985) 601-4996

QT

Customer PO Number	Order Date	Terms	FOB	Ship Via	Salesperson
IV600348231HK	05/09/2024	NET 30 DAYS	OUR PLANT	PICK UP	CCB
Item No	Facility / Part / Rev / Description / Details		Quantity	Unit Price	Extended Price

\*\*\*\*PLEASE NOTE, ALL ORDER DELIVERY DATES ARE SUBJECT TO CHANGE DUE TO CURRENT MATERIAL SHORTAGES/AVAILABILITY.\*\*\*\*

\*\*\*3% CONVENIENCE FEE APPLIED IF INVOICE IS PAID BY CREDIT CARD\*\*\*

\*\* MINIMUM ORDER \$75.00 \*\*

PLEASE VERIFY YOU HAVE RECEIVED THE CORRECT QUANTITIES/MATERIAL FOR EACH SHIPMENT. ANY DISCREPANCIES MUST BE REPORTED TO YOUR SALES REPRESENTATIVE WITHIN 14 DAYS OF SHIPMENT AND ALL RETURNS MUST HAVE A RETURN MATERIAL AUTHORIZATION # FOR CREDIT TO BE ISSUED.

ALL ORDERS ARE SUBJECT TO GLOBAL TERMS AND CONDITIONS OF YATES INDUSTRIES INC, YATES INDUSTRIES SOUTH LLC, YATES CYLINDERS GEORGIA LLC, AND YATES CYLINDERS OHIO LLC; CLICK THE LINK ON OUR WEBSITE AT [WWW.YATESIND.COM](http://WWW.YATESIND.COM) OR CONTACT YOUR SALES REPRESENTATIVE FOR A COPY.

THANK YOU, WE APPRECIATE YOUR BUSINESS!

NOTE: \*\*\*DUE TO GOVERNMENT TARIFFS AND EXTREME MARKET VOLATILITY, PRICE AND DELIVERY ARE SUBJECT TO CHANGE WITHOUT NOTICE, PRICE AND DELIVERY WILL BE CONFIRMED AT THE TIME OF ORDER.\*\*\* All customer supplied parts/material will be scrapped, unless notified otherwise within 24 hours of shipment of new/repaired material. For complete terms and conditions of the above sales order, please contact your sales representative.

\*\*\*\*\*  
\*\*\*\* MAKE CHECKS PAYABLE TO: YATES INDUSTRIES SOUTH LLC\*\*\*\*  
MAIL TO: 23050 INDUSTRIAL DRIVE EAST  
ST. CLAIR SHORES, MI 48080  
BILLING QUESTIONS: (586)778-7680 X1223  
\*\*\*\*\*

**ALL ORDERS ARE IN US DOLLARS**

DDH

CUSTOMER COPY

Page 2 of 2

Authorized Signature



**Yates Industries South, LLC**  
 55 Refreshment Place  
 Decatur, AL 35601  
 Phone (256) 351-8081 Fax (256) 351-8571

Sales Order 14283S-00  
 Customer 10796S

## Duplicate Copy

Sales Order Status : Closed

To :

EDISON CHOUEST OFFSHORE  
 16201 EAST MAINE STREET  
 CUT OFF LA 70345  
 United States of America

Ship to :

M/V ISLAND PERFORMER  
 16201 EAST MAIN STREET  
 CUT OFF LA 70345-  
 United States of America

Phone (985) 601-5903

Fax (985) 601-4996

QT

LOC:

Customer PO Number	Order Date	Terms	FOB	Ship Via	Salesperson
IV600348231HK	05/09/2024	NET 30 DAYS	OUR PLANT	DELIVERED	CCB
Item No	Facility / Part / Rev / Description / Details	Quantity	Unit Price	Extended Price	
001	<p>Default Item Status : Closed</p> <p><b>REPAIR CYLINDER U/M EA</b></p> <p>           KNUCKLE BOOM 520MM BORE X 380MM ROD/ JO 17857            ITEM # 205109 SN # 73771-122024-2            CLEVIS MOUNT -            ROD &amp; CAP CLEVIS            W/PLUMBING/ MANIFOLDS            LEAKING FROM ROD/ HEAD            EXPEDITED DELIVERY         </p> <p>           SoFW:            TEARDOWN/EVAL            POLISH GLAND            POLISH PISTON            TIG AND POLISH ROD            ASSEMBLE/TEST @ 4500psi            SANDBLAST &amp; PRIMER            EPOXY PAINT WHITE         </p> <p>Estimated Ship Date: 05/31/2024</p>	1.000	44,167.00000	44,167.00	
				Total Items Price	\$ 44,167.00





**Yates Industries South, LLC**  
 55 Refreshment Place  
 Decatur, AL 35601  
 Phone (256) 351-8081 Fax (256) 351-8571

**Sales Order** 14283S-00  
**Customer** 10796S

## Duplicate Copy

Sales Order Status : Closed

To :

**EDISON CHOUEST OFFSHORE**  
**16201 EAST MAINE STREET**  
**CUT OFF LA 70345**  
**United States of America**

Ship to :

**M/V ISLAND PERFORMER**  
**16201 EAST MAIN STREET**  
**CUT OFF LA 70345-**  
**United States of America**

Phone (985) 601-5903

Fax (985) 601-4996

QT

LOC:

Customer PO Number	Order Date	Terms	FOB	Ship Via	Salesperson
IV600348231HK	05/09/2024	NET 30 DAYS	OUR PLANT	DELIVERED	CCB
Item No	Facility / Part / Rev / Description / Details		Quantity	Unit Price	Extended Price

\*\*\*\*PLEASE NOTE, ALL ORDER DELIVERY DATES ARE SUBJECT TO CHANGE DUE TO CURRENT MATERIAL SHORTAGES/AVAILABILITY.\*\*\*\*

\*\*\*3% CONVENIENCE FEE APPLIED IF INVOICE IS PAID BY CREDIT CARD\*\*\*

\*\* MINIMUM ORDER \$75.00 \*\*

PLEASE VERIFY YOU HAVE RECEIVED THE CORRECT QUANTITIES/MATERIAL FOR EACH SHIPMENT. ANY DISCREPANCIES MUST BE REPORTED TO YOUR SALES REPRESENTATIVE WITHIN 14 DAYS OF SHIPMENT AND ALL RETURNS MUST HAVE A RETURN MATERIAL AUTHORIZATION # FOR CREDIT TO BE ISSUED.

ALL ORDERS ARE SUBJECT TO GLOBAL TERMS AND CONDITIONS OF YATES INDUSTRIES INC, YATES INDUSTRIES SOUTH LLC, YATES CYLINDERS GEORGIA LLC, AND YATES CYLINDERS OHIO LLC; CLICK THE LINK ON OUR WEBSITE AT [WWW.YATESIND.COM](http://WWW.YATESIND.COM) OR CONTACT YOUR SALES REPRESENTATIVE FOR A COPY.

THANK YOU, WE APPRECIATE YOUR BUSINESS!

NOTE: \*\*\*DUE TO GOVERNMENT TARIFFS AND EXTREME MARKET VOLATILITY, PRICE AND DELIVERY ARE SUBJECT TO CHANGE WITHOUT NOTICE, PRICE AND DELIVERY WILL BE CONFIRMED AT THE TIME OF ORDER.\*\*\* All customer supplied parts/material will be scrapped, unless notified otherwise within 24 hours of shipment of new/repared material. For complete terms and conditions of the above sales order, please contact your sales representative.

\*\*\*\*\*

\*\*\*\* MAKE CHECKS PAYABLE TO: YATES INDUSTRIES SOUTH LLC\*\*\*\*

MAIL TO: 23050 INDUSTRIAL DRIVE EAST

ST. CLAIR SHORES, MI 48080

BILLING QUESTIONS: (586)778-7680 X1223

\*\*\*\*\*

**ALL ORDERS ARE IN US DOLLARS**

DDH

CUSTOMER COPY

Authorized Signature



**Yates Industries South, LLC**  
 55 Refreshment Place  
 Decatur, AL 35601  
 Phone (256) 351-8081 Fax (256) 351-8571

Sales Order 14309S-00  
 Customer 10796S  
 EOS# 0162618

## Duplicate Copy

Sales Order Status : Closed

To :

EDISON CHOUEST OFFSHORE  
 16201 EAST MAINE STREET  
 CUT OFF LA 70345  
 United States of America  
 ATTN: Kleven Helge

Ship to :

EDISON CHOUEST OFFSHORE  
 16201 EAST MAINE STREET  
 CUT OFF LA 70345-  
 United States of America

Phone (985) 601-5903

Fax (985) 601-4996

QTD

LOC: IN ASSY

Customer PO Number		Order Date	Terms	FOB	Ship Via	Salesperson
IV600350559HK		05/21/2024	NET 30 DAYS	OUR PLANT	SEE INSTRUCTIONS	CCB
Item No	Facility / Part / Rev / Description / Details			Quantity	Unit Price	Extended Price
1	<div>DefaultItem Status : Closed</div> <div>REPAIR CYLINDERU/M EA</div> <div>ACCUMULATOR 22 BORE - JOB 17886</div> <div>HOT RUSH</div> <div>SEAL KIT FURNISHED BY CUSTOMER</div> <div>PAINT : GREY</div> <div>SCOPE OF WORK:</div> <div>DIS-ASSEMBLE &amp; COMPELTED VISUAL INSPECTION</div> <div>POLISH BORE</div> <div>REPLACE ALL SEALS - CUSTOMER SUPPLIED</div> <div>ASSEMBLE , TEST &amp; TOUCH UP PAINT - GREY</div> <div>Estimated Ship Date: DUE 5-28-24</div> <div>Ship Date : 05/28/2024</div>			1.000	59,500.00000	59,500.00
					Total Items Price	\$ 59,500.00

HF



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